# COUNTY OF MOORE NORTH CAROLINA

### **REQUEST FOR PROPOSALS**

ISSUE DATE: June 2, 2023 RFP#: 2023-11	1

TITLE: WASTEWATER BIO-SOLID TRUCKING SERVICES

ISSUING DEPARTMENT: County of Moore

Attn: Terra Vuncannon 1 Courthouse Square 3<sup>rd</sup> Floor Attorney Office Carthage, NC 28327

Sealed Proposals will be received until Wednesday June 21, 2023 at 4:00 pm from qualified vendors for Wastewater Bio-Solid Trucking Services for the County of Moore Water Pollution control Plant. A Pre-Bid/Site Visit will be held at 10:00 am Wednesday June 14, 2023 at 1094 Addor Road, Aberdeen NC 28315. All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

Terra Vuncannon, Purchasing Manager
1 Courthouse Square, 3<sup>rd</sup> Floor Attorney Office
PO Box 905
Carthage, NC 28327
(910) 947-4017 (Telephone)
tvuncannon@moorecountync.gov

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above. For your convenience, a Bid Drop-Off Box is located in the lobby at 1 Courthouse Square, Carthage, NC 28327 (Historic Courthouse).

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed bid.

Firm Name:	Date:
Address:	Phone:
	By:
	(typed)
	By:
	(signed)

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#### INSTRUCTIONS FOR PROPOSALS

- 1. **Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
- 2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in bid figures. The County pays sales tax and will add this to your bid figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
- 3. After the RFP issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at tvuncannon@moorecountync.gov or at the address listed on page one of this solicitation. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. A Pre-Bid/Site Visit will be held at 10:00 am Wednesday, June 14, 2023 at 1094 Addor Road, Aberdeen NC 28315. All written questions shall be received by the Issuing Department no later than 10:00 am Thursday, June 15, 2023. NO EXCEPTIONS.
- 4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.
- 5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **90 days** after bid opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
- 6. Pursuant to North Carolina General Statutes Section 143-129, "award shall be made to the lowest responsible Bidder or Bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."

- 7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the bid. Operations and maintenance manuals for equipment shall also be provided, as appropriate.
- 8. All purchases for goods or services are subject to the availability of funds for this purpose.
- 9. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
- 10. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
- 11. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
- 12. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
- 13. All Bidders must complete and submit the Vendor Application Form, Non-Collusion and E-Verify affidavits with their bid package. This information will be used to create or update the County's bidder/vendor file.
- 14. The County of Moore reserves the right to reject any and all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
- 15. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Board of Commissioners for their approval.
- 16. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
- 17. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.

### **Background and Scope of Work**

Moore County WPCP is requesting a quote for the trucking of Wastewater bio-solids from our facility to Anson Waste Management Facility. We are requesting approximately 4000 tons of bio-solids to be removed from our facility. The Moore County WPCP has already secured a special waste disposal agreement and will pay the tipping fee directly to the Landfill. The landfill is approximately 50 miles from our facility. Quotes should be provided in cost per ton.

When quoting the project please consider the following:

- Tipping will need to be done during the landfill's scale house hours: Monday thru Friday, 7:00am to 2:00pm. (Occasionally 2:30pm with scale house notification)
  - o Additional landfill requirements are:
    - Loads must be spaced at least 1/2 hour apart.
- Moore County WPCP will provide loading of the bio-solids with our equipment into your trucks OR you may bring your own equipment and load your own trucks.
  - o If Moore County staff loads trucks with our equipment, the tonnage loaded will be at the discretion of the equipment operator to prevent spillage.
- Hauling for this project should begin within 30 days of award.
- Hauler should expect to remove approximately 4000 tons of bio-solids and must complete the project by June 30, 2024.
- Loading hours will be 5:00am to 6:00pm. Trucks/trailers may be left onsite overnight for loading.
- Clean up of any bio-solids spilled after leaving the Moore County WPCP and before arriving at the landfill will become the responsibility of the trucking company.
- Bids should be provided in "COST PER TON". A fuel surcharge table may be added to your bid. The table should include % increase based on average fuel cost.
- An onsite visit is recommended but not required.

#### Address of Moore County WPCP:

1094 Addor Road Aberdeen, NC 28315 (910) 281-3146

#### Address of Anson Landfill:

375 Dozer Drive Polkton, NC 28135 (704) 694-6900 (Just west of Wadesboro on HWY 74)

#### **PROPOSAL FORM**

Sealed Proposals will be received until 4:00 pm on Wednesday, June 21, 2023 at 1 Courthouse Square, Carthage, NC 28327. For your convenience a Bid Drop-Off Box is located in the lobby at 1 Courthouse Square, Carthage, NC 28327 (Historic Courthouse). Opening will not be public.

Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any or all proposals.

TOTAL COST PER TON (July 19, 2023 - June 30	), 2024): \$
Additional Information:	
<ol> <li>Landfill hours-acceptable times for first load at 2. Maximum number of tons acceptable per day</li> <li>Is it acceptable to mix rags (from bar screen)</li> <li>Destination tipping site - physical address</li> </ol>	into the bio-solids for disposal
The following documents must be included to be considered and completed bid form  2. Non-Collusion Affidavit  3. E-Verify Affidavit  4. W-9	onsidered a responsive bid:
The County may award a contract for all or part of th	e items specified.
I certify that the contents of this bid are known to no knowledge all requirements have been complied with	•
Date Authorized Signatur	e
Authorized Signatory E-mail:	
Receipt of the following addendum is acknowledged:	
Addendum No	Date:
Addendum No	Date:

## COUNTY OF MOORE NON-COLLUSION AFFIDAVIT

State of North Carolina County of Moore

	, being first duly sworn, deposes and says that:
He/She is the	of, the
Bidder that has submitted the attached b	id;
He/She is fully informed respecting the of all pertinent circumstances respecting	preparation and contents of the attached bid and such bid;
employees or parties of interest, including connived or agreed, directly or indirectly collusive or sham bid in connection with submitted or to refrain from bidding in a directly or indirectly, sought by agreement any other Bidder or to fix overhead, proof to secure through collusion, conspirate against the County of Moore or any personal transfer or prices quoted in the attached collusion, conspiracy, connivance or un	ficers, partners, owners' agents, representatives, ng this affiant, has in any way colluded, conspired, y, with any other Bidder, firm or person to submit a the contract for which the attached bid has been connection with such contract, or has in any manner, ent or collusion or communication or conference with fit or cost element of the bid price of any other Bidder cy, connivance or unlawful agreement any advantage son interested in the proposed contract; and, and bid are fair and proper and are not tainted by any lawful agreement on the part of the Bidder or any of its ees, or parties in interest, including this affiant.
	Title
State of North Carolina	
County of	
County of Subscribed and sworn before me,	

## **Moore County E-Verify Affidavit**

day of \_\_\_\_\_\_, 2023.

My Commission Expires:

STA	ATE OF NORTH CAROLINA AFFIDAVIT
CO	UNTY OF MOORE
I,	(the individual attesting below), being duly authorized by and on behalf of
	(the entity bidding on project hereinafter "Employer") after first being duly sworn
herel	by swears or affirms as follows:
1.	Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of
Hom	neland Security and other federal agencies, or any successor or equivalent program used to verify the work
auth	orization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2.	Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in
the U	United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-
26(a)	).
3.	Employer is a person, business entity, or other organization that transacts business in this State and that employs
25 o	r more employees in this State. (mark Yes or No)
	a. YES, or
	b. NO
4.	Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer
will	ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
Exec	cuted, this day of, 2023.
_	nature of Affiant
Prin	nt or Type Name:
Sta	ate of North Carolina
	· · · · · · · · · · · · · · · · · · ·
	<b>li</b> x
Sig	gned and sworn to (or affirmed) before me, this the

Notary Public

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

hternal	hteral Revenue Service Go to www.irs.gov/FormW9 for instructions and the latest information.											
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
	2. Business name/disregarded entity name, if different from above											
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the certain entities, not inclived using seven boxes.  5 Individual/sele proprietor or Corporation Scorporation Partnership Trust/estate							uals					
8 8	single-member LLC Exempt payee code (if any)											
Individual/side proprietor or   C Corporation   S Corporation   Partnership   Trust/estate   Sempt payee code (if any)						o orti	ing					
2	S Other (see instructions) ► Payers to accurate attacked outside:						ide the	U.9.)				
		er, street, and apt. or suite no.) See instructions.		Request	œ's r	ame ar	nd add	iross (op	dion:a/	0		
Š	6 City, state, and ZP code											
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,											
	7 List account no	mber(s) here (optional)										
Par	Тахр	ayer Identification Number (TIN)							_			
		ppropriate box. The TIN provided must match the nam			Sec	ial secu	irity n	um ber			_	
		or individuals, this is generally your social security num prietor, or disregarded entity, see the instructions for F		or a			I _I		_			
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>					$\perp$							
TIN, is		is well from the second of the leader of the land	Non one What Name		Or E	nin uner i	dent'i	ic ation	mum h			_
		in more than one name, see the instructions for line 1. equester for guidelines on whose number to enter.	Also see What Name	ana	- Link	pro year i	Gerna.	E STOR	T		$\overline{}$	┥
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Par		fication									_	
	p	jury, I certify that:	and and a second state of the second			h e l e e		n non eller e				
<ol> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> </ol>												
3. I an	n a. U.S. citizen o	r other U.S. person (defined below); and										
4. The	FATCA code(s)	entered on this form (if any) indicating that I am exemp	t from FATCA reporting	ng is com	ect.							
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.						ts.						
Sign Here				Date ►								
Ger	neral Inst	ructions	Form 1099-DIV (dir funds)	vidends,	incl	uding t	hase	from s	tocks	or mi	itua	ı
Section references are to the Internal Revenue Code unless otherwise noted.		Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)								oss		
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.rs.gov/FormW9.		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)										
		<ul> <li>Form 1099-S (proceeds from real estate transactions)</li> </ul>										
	pose of Fo		• Form 1099-K (men									
inform	ation return with	(Form W-9 requester) who is required to file an the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> </ul>									
		TIN) which may be your social security number yer identification number (ITIN), adoption	<ul> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>									
		number (ATIN), or employer identification number										
amou	nt reportable on	nformation return the amount paid to you, or other an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident aller), to provide your correct TIN.									
returns include, but are not limited to, the following.  • Form 1099-INT (interest earned or paid)			If you do not return Form W-9 to the requester with a TIM, you might be subject to backup withholding. See What is backup withholding, later.									

Form W-9 (Rev. 10-2018) Cat. No. 10231X

#### SAMPLE CONTRACT ONLY - DO NOT COMPLETE

#### STATE OF NORTH CAROLINA

#### CONTRACT FOR SERVICES

#### COUNTY OF MOORE

This Contract is entered into the day of , 20 , between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and , (the "Contractor").

#### 1. Services to be Provided and Agreed Charges

The Contractor agrees to provide services and materials (collectively referred to as "Services") contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

### 2. Term of Contract

The term of this Contract is from \_\_\_\_\_ through \_\_\_\_\_.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

#### 3. Payment to Contractor

During the term of this Contract, the Contractor will receive from the County an amount not to exceed § as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

#### 4. Independent Contractor

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

#### 5. <u>Insurance</u>

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury \$1,000,000.00 per occurrence Property Damage \$100,000.00 per occurrence

Bodily Injury/Property Damage \$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

#### 6. Indemnification

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

#### 7. Health and Safety

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

### 8. <u>E-Verify</u>

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

#### 9. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address <a href="www.nctreasurer.com/Iran">www.nctreasurer.com/Iran</a> and should be updated every 180 days.

### 10. Non-Discrimination in Employment

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

#### 11. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

### 12. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

#### 13. Successors and Assigns

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

#### 14. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

#### 15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY

ATTN: DIRECTOR P.O. BOX 905

CARTHAGE, NC 28327

**CONTRACTOR:** 

#### 16. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

#### 17. County Not Responsible for Expenses

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

#### 18. Equipment

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

#### 19. Priority of Documents

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

#### 20. Severability

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

#### 21. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

#### 22. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

#### 23. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

#### 24. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

#### 25. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE
J. Wayne Vest
County Manager
CONTRACTOR
By:
Title:
uired by the Local Government Budget and Fiscal Control
F SERVICES